

INTERAGENCY AGREEMENT

Between
Whatcom County Emergency Medical Services/Whatcom County
And
The City of Lynden Fire Department

The City of Lynden, through the Lynden Fire Department (hereinafter the “City”), a municipal corporation, and Whatcom County, through Whatcom County Emergency Medical Services (hereinafter the “County”), a municipal corporation, in consideration of the mutual covenants herein, agree as follows:

I. Purpose

This agreement (hereinafter “Agreement”) provides for a one-time payment in support of construction costs incurred by the City to house a Paramedic Unit to be located in Lynden, WA at Fire Station 75. This project serves to expand the Advanced Life Support program in Whatcom County where the county-wide Emergency Medical Services (EMS) Levy provides funding for Advanced Life Support Services per RCW 84.52.069. The County manages the proceeds of the EMS Levy on behalf of the county-wide EMS System.

II. Administration:

1. The parties recognize that the City, as well as the City of Bellingham, Whatcom County Fire Districts, and the County are part of a regionally supported EMS System.
2. The EMS System has determined that Fire Station 75 offers the most advantageous positioning of an additional Paramedic Unit in Whatcom County.
3. The EMS System realizes there are costs incurred by the City to provide accommodations and storage for an additional Paramedic Unit which involves construction upgrades to Fire Station 75 allowable under RCW 84.52.069. (EMS Levies).

III. Financial Agreement

1. This payment supports construction upgrades to Fire Station 75 that can accommodate up to three (3.0) Firefighter/Paramedics with living spaces (bedrooms), storage of medical equipment and supplies, personal protective equipment and indoor parking/storage of a Paramedic Unit funded by the current Whatcom County Emergency Medical Services (WCEMS) Levy. This Agreement provides support for the one-time cost associated with the implementation of a Paramedic Unit serving Whatcom County.
2. It is agreed that each room represents \$60,000 in construction costs. It is also agreed that WCEMS will pay \$60,000 each for two rooms (\$120,000) and then ½ the cost (\$30,000) of a third room for a total payment of \$150,000. (two and ½ rooms)

IV. **Responsibilities of the Fire District:**

1. The City will provide up to 3 living spaces along with (1) Paramedic Unit parking space and appropriate storage space of medical and personal protective equipment for the duration of time the Paramedic Unit is positioned at Fire Station 75.
2. The City will invoice the County and provide adequate documentation that the upgrades made to Station 75 to house the additional Paramedic unit cost at least \$150,000.

V. **Responsibilities of the County:**

1. Provide \$150,000 to the City as a one-time payment for Fire Station 75 upgrades and construction to house a Paramedic Unit.

VI. **Term of Agreement:**

This Agreement shall be deemed completed once payment has been received by the City and will under no circumstances terminate later than June 30, 2022.

VII. **Records Maintenance:**

Each party to this Agreement shall maintain books, records, documents and other evidence, which relate to the terms of this Agreement. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, State officials so authorized by law, and in the case of the County, the office of the State Auditor.

VIII. **Relationship of the Parties:**

The parties agree that each is an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose unless requested otherwise in writing per the scope of this agreement. Each party shall be solely and entirely responsible for the acts of its agents, employees and representatives during the term of this agreement.

IX. **Entire Agreement:**

This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

X. **Authority:** The parties represented and covenant that signatories to this document are authorized agents of their respective agency.

Executed this ____ day of _____, 2022, for WHATCOM COUNTY.

Satpal Sidhu, County Executive

Approved as to form:

Christopher Quinn per email 1/26/2022
County Civil Deputy Prosecuting Attorney

Executed this ____ day of _____, 2022, for CITY OF LYNDEN.

Scott Korthuis, Mayor

Attest:

Finance Director

Departmental Approval:

Department Head

Approved as to form:

City Attorney